5/06/08 9:44:51 23 BK 584 PG 60 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Grantor

7777 Bonhomme Ave., Ste. 1100

St. Louis, MO 63105

Phone: 314-678-4339

Phone: N/A

Grantee

946 McGowan Drive Southaven, MS 38671

Phone: 901-826-7907

Phone: N/A

SPECIAL WARRANTY DEED

This Deed is made and entered into this 24th day of April, 2008, by and between LASALLE BANK

NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF EMC MORTGAGE LOAN TRUST

2005-B, MORTGAGE LOAN PASS THROUGH CERTIFICATES, SERIES 2005-B, hereinafter collectively referred

to as "Grantor", and JOHN C. PITTMAN and PAMELA G. PITTMAN of the County of DeSoto, State of Mississippi,

hereinafter referred to as "Grantee". The mailing address of the Grantee is 946 McGowan Drive, Southaven, MS

38671.

WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other

valuable considerations paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents

GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, the following described lots, tracts or

parcels of land lying, being and situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 266, Section "E", Ross Pointe Subdivision, located in Section 1, Township 2 South, Range 8 West,

DeSoto County, Mississippi, as recorded in Plat Book 65, Pages 43-44, in the office of the Chancery Clerk of

the DeSoto County, Mississippi.

Subject to easements, conditions, restrictions and limitations of record.

RETURN TO:
PRESTIGE TITLE, INC.
STEPHEN R. COLSON, ATTY.
230 GOODMAN RD BLDG 2 STE. 101
SOUTHAVEN. MS 38671

SOUTHAVEN, MS 38671 PHONE: (662) 772-5890 FAX: (662) 772-5891

02-08-22SH

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To have and to hold the same; together with all rights and appurtenances to the same belonging, unto the said Grantees, and to His/Her successors and assigns. The said Grantor hereby covenanting that it and the successors and assigns of such Grantor shall and will WARRANT AND DEFEND the title to the premises unto the said Grantees, and to the successors and assigns of such Grantee forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed on the day and year first above written.

Grantor:

LaSalle Bank National Association, as Trustee for Certificateholders of EMC Mortgage Loan Trust 2005-B, Mortgage Loan Pass Through Certificates, Series 2005-B

By EMC Mortgage Corporation, as Attorney in Fact

Title:

Sysan F. Christy Vice President

Attest:

Title:

ANN LUCKE ASSISTANT SECRETARY



STATE OF TEXAS COUNTY OF DENTON

On this 24 day of ARIL, 2068, before me AySHA HILL appeared make BLANTANT to me personally known, who, being by me duly sworn, did say that he/she is the Asst. Vice-Pres (title) of EMC Mortgage Corporation, as Attorney In Fact for LaSalle Bank National Association, as Trustee for Certificateholders of EMC Mortgage Loan Trust 2005-B, Mortgage Loan Pass Through Certificates, Series 2005-B. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors and said authority of its board of directors and authority o free act and deed of said corporation. Mark Blantant

In Testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

My Commission Expires:

RAYSHA HILL Notary Public, State of Texas My Commission Expires 05-28-08

(Notary seal)

THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFURMATION AND BELIEF.

Prepared by EMC Mortgage Corporation. When recorded return to: **EMC Mortgage Corporation** Attn: Collateral Management 2780 Lake Vista Drive Lewisville, TX 75067-3884 972/444-2800

Preparedly: R. Lopez

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its principal place of business at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, as Trustee (the "Trustee") pursuant to a Pooling and Servicing Agreement, dated October 1, 2005, (the "Agreement") by and among EMC Mortgage Corporation, a Delaware Corporation as Master Servicer ("EMC") and LaSalle Bank National Association, as Trustee hereby constitutes and appoints EMC, by and through EMC's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by EMC pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various Certificateholders for EMC Mortgage Loan Trust 2005-B, Mortgage Pass-Through Certificates, Series 2005-B (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust and/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

- The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instruments as insured and (ii) otherwise conforms to the provision of the Agreement. 2.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; section shall include, without limitation, the execution of satisfactions/releases, partial reconveyances or the execution or requests to trustees to
- The conveyance of the properties to the mortgage insurer, or the closing of the title to 3. the property to be acquired as real estate owned, or conveyance of title to real estate 4,
- The completion of loan assumption Agreements, and recordation of same (if necessary).
- The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial 5. conveyance upon payment and discharge of the necessary limitation, cancellation of the 6.
- The assignment of any Mortgage, Deed of Trust or other security instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured

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- 7. The full assignment of a Mortgage, Deed of Trust or other security instrument upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu 8. of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust; b.
  - The preparation and issuance of statements of breach or non-performance; C.
  - The preparation and filing of notices of default and/or notices of sale; d.
  - The cancellation/rescission of notices of default and/or notices sale;
  - The taking of deed-in-lieu of foreclosure; and e.
  - The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 8.a. through 8. e. above.
- With respect to other security instruments the power to: 9.
  - Perform any other necessary acts of foreclosure and/or eviction.
- With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of 10. foreclosure, including, without limitation, the execution of the following documentation:
  - Listing agreements;
  - b. Purchase and sale agreements;
  - Grant/warranty/quit claim deeds or any other deed causing the transfer of title of c. the property to a party contracted to purchase same; d.
  - Escrow instructions; and
  - Any and all documents necessary to effect the transfer of real property.
- The modification or amendment of escrow agreements established for repairs to the 11. mortgaged property. 12.
- The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan. 13.
- When requested by the Trustee, respond to litigation complaints, naming the Trustee as a defendant. Trustee will be apprised of potential litigation by Master Servicer as soon as commercially reasonable.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall be effective as of October 1,

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by EMC to the Trustee under the Agreement, or (ii) be construed to grant EMC the power to initiate or defend any suit, litigation or proceeding brought against LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If EMC receives any notice of suit, litigation or proceeding in the name of LaSalle Bank National Association as Trustee, then EMC shall forward a copy of same to the Trustee within a reasonable period of time.

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This Limited Power of Attorney is not intended to extend the powers granted to EMC under the Agreement or to allow EMC to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, EMC Mortgage Corporation shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, servicing of a Mortgage Loan (including but not limited to actions, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

EMC hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by EMC of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, LaSalle Bank National Association as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 17 day of May, 2006.

> LaSalle Bank National Association, a national banking association, solely in its capacity as Trustee

By:

Name: Rita Lopez

Title:

Vice President

Witness:

Printed Nan Leig

Witness:

Printed Name: Kim Stur

{Corporate Seal}

Attest Name:

Title:

Acknowledge **EMC Mortg** 

Trust Officer

Name: Title:

M. Alcedo Vice President

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STATE OF ILLINOIS COUNTY OF COOK

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On May 17, 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Rita Lopez, Vice President of LaSalle Bank National Association, as Trustee for EMC MLT 2005-B personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal. (Seal)

OFFICIAL SEAL A C HELLYER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 09/21/2009

Notary Public, State of Illinois

I affirm, under the penalties of perjury, th taken reasonable care to redact each Social Security number in this document, unless required by law.

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By:

declarant

# Delaware

### The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAMARE, DO HEREBY CERTIFY "EMC MORTGAGE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINETEENTH DAY OF FEBRUARY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

080183709

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Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6391203

DATE: 02-19-08

## EMC MORTGAGE CORPORATION <u>Certificate of Secretary</u>

I, the Assistant Secretary, a duly elected, qualified and incumbent Assistant Secretary of EMC Mortgage Corporation, a Delaware corporation (the "Corporation"), do hereby certify that pursuant to a Unanimous Written Consent in Lieu of a Meeting of the Board of Directors, dated February 12, 1997, the Board of Directors adopted the following resolution:

"RESOLVED, that any Executive Vice President, Senior Vice President, Vice President or Assistant Vice President of the Corporation is authorized, empowered and directed to execute and deliver in the name of and on behalf of the Corporation any and all agreements, certificates, instruments or documents of any kind whatsoever purporting to represent or bind the Corporation as may from time to time be necessary or appropriate in connection with transactions involving individual mortgage loans, whether such mortgage loans be then owned by the Corporation or are being serviced by the Corporation on behalf of others, such authority to include, but not be limited to, the modification of the terms of individual mortgage loans, the entry into workout or forbearance agreements in connection with individual mortgage loans, taking all actions necessary or appropriate in relation to mortgage loans whose borrowers are in bankruptcy, the release of property from the lien of individual mortgage loans, the acceptance of proceeds of condemnation of the property relating to individual mortgage loans, the filing or compromise of insurance claims relating to individual mortgage loans, the acceptance of deeds in lieu of foreclosure with respect to individual mortgage loans, foreclosure or other comparable realization upon individual mortgage loans, the management, rental and sale of individual properties obtained by foreclosure, deed-in-lieu-of-foreclosure or other conversion of mortgage loans, the execution of deeds and other instruments incidental to the sale of such properties, and all other matters incidental or customary in respect of the servicing of individual mortgage loans."

I do also certify that Chris M. Alcedo, Sr. Vice President, Susan F. Christy, Linda E. Hicks, and Richard Rice are duly elected Vice Presidents and Rhonda Anderson, Craig Reuter, Mary Jacque Thompson, Becky Halfmann and Mark Blanton are duly elected Assistant Vice Presidents of the Corporation, presently serving as of the date of this Certificate.

I do further certify that as Assistant Secretary as aforesaid, I have custody of the records of meetings of the Board of Directors of the Corporation, and that the aforesaid resolution is a true and correct copy of the resolution adopted on February 12, 1997, and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Corporation this 1st day of April, 2008.

Sally Malker, Assistant Secretary

Dena Grimes Asistant Secretary

Assistant Secretary

Sherrie Flint, Assistant Secretary

Ann Lucke, Assistant Secretary

Eileen Deatop, Assistant secretary

Michael Hawkins, Assistant Secretary

[Corporate Seal]



## Delaware

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Sally Malker, Assistant Secretary

Dena Grimes, Assistant Secretary

Eileen Deaton Assistant Corretan

Michael Hawkins, Assistant Secretar

[Corporate Seal]

